



Planning, Building and Code Enforcement 200 East Santa Clara Street San José, CA 95113-1905 tel (408) 535-3555 fax (408) 292-6055 Website: www.sanjoseca.gov/planning

ZONING CODE VERIFICATION CERTIFICATE Website: www.sanjoseca.gov/ APPLICATION for Medical Marijuana Collective or Cultivation Site

TO BE COMPLETED BY PLANNING COUNTER STAFF						
FILE NUMBER				Staff:		
ZONING				Date:		
GENERAL PLAN				Amount paid:		
TO BE COMPLETED BY APPLICANT (PLEASE PRINT OR TYPE)						
SELECT ONE OF THE FOLLOWING	3 :					
□ A. Zoning Code Verification Certificate for Medical Marijuana Collective: (includes Verification of Zoning Districts, General Plan		□ B. Zoning Code Verification Certificate for Medical Marijuana Collective, Cultivation Site Only:				
Designations, and Distance requirem	nents)	(includes Verification of Zoning Districts, General Plan Designations, and Distance requirements)				
Fees are per the Planning Application Fee Schedule						
SUBJECT PROPERTY LOCATION / ADDRESS						
ASSESSOR'S PARCEL NUMBER(S (Attach parcel map)	(i) ¹					
INFORMATION REQUESTED/REASON FOR VERIFICATION APPLICATION:						
APPLICANT/CONTACT PERSON						
NAME (PRINTED)	7.1.1 2.10 7.1117,0011					
ADDRESS		CITY		STATE ZIP CODE		
DAYTIME TELEPHONE # ()	FAX TELEPHONE # ()		E-MAIL ADI	DRESS		

¹Assessor Parcel Number and Parcel Map available online at: https://www.sccassessor.org/index.php/online-services/property-search/real-property

Zoning Code Verification Certificate for Medical Marijuana Collective or Cultivation Only site

Zoning Code Verification for Certificate for Medical Marijuana Collective may be issued only for those establishments that meet the specific criteria, per the Zoning Ordinance.

Provide evidence including but not limited to scaled maps that the proposed Medical Marijuana Collective conforms to the restrictions and conditions listed below:

- □ 1. The Medical Marijuana Collective is in a zoning district that allows the Collective as a Restricted Use.
- □ **2.A.** The Medical Marijuana Collective is not located closer than a minimum of 1,000 feet from any parcel on which a public or private preschool, elementary school, or secondary school exists exists.
- □ **2.B.** The Medical Marijuana Collective is not located closer than a minimum of 1,000 feet from any parcel on which a child day care center, a community or recreation center, a park, or a library exists.
- □ **2.C.** The Medical Marijuana Collective is not located closer than a minimum of 500 feet from any parcel on which any of the following uses exists: a substance abuse rehabilitation center, or an Emergency Residential Shelter.
- □ **2.D.** The Medical Marijuana Collective is not located closer than a minimum of 150 feet from any parcel on which any of following uses exist: religious assembly, or adult day care center.
- □ 2.E. The distances established in Subsections A through D above shall be measured as follows:
- i. For a Medical Marijuana Collective or Cultivation Site Only located in a multi-tenant building with tenant spaces occupied by uses other than the Collective, the distance shall be measured in a straight line from the parcel boundary of the sensitive use to the nearest exterior wall of the Collective's occupied tenant space in the shared building.
- ii. For a Medical Marijuana Collective or Cultivation Site Only that is the sole occupant of a building, the distance shall be measured in a straight line from the parcel boundary of the sensitive use to the nearest exterior wall of the Collective's building envelope.
- □ **2.F.** The Medical Marijuana Collective is not located on a parcel of real property that is closer than a minimum of 50 feet from any parcel on which another Medical Marijuana Collective or Medical Marijuana Collective, Cultivation Site Only is located, measured from the closest parcel lines of the respective parcels.
- □ **2.G.** The Medical Marijuana Collective is not located on a parcel of real property that is closer than a minimum of 150 feet from any residential use, including a residential Legal Non-conforming Use, that is not incidental to a primary nonresidential use, measured from the closest parcel lines of the respective parcels.
- □ 2.H. The Medical Marijuana Collective is not located on a parcel of real property that is in:
- i. The area within the North San José Area Development Policy boundaries as defined in Section 14.29.020.D of Title 14 of the Municipal Code.
- ii. The area within the Edenvale Area Development Policy boundaries, which is that area within the corporate limits of the City of San José, consisting of approximately two thousand three hundred twelve (2,312) acres as specified and depicted in the Edenvale Area Development Policy adopted and as amended by the City Council.
- iii. The area within the International Business Park boundaries, which consists of that area within the corporate limits of the City of San Jose bounded by Interstate Highway 880, Montague Expressway, Trade Zone Boulevard, the Union Pacific Railroad line, Murphy Avenue, and Brokaw Road.

B. – Zoning Code Verification Certificate for Medical Marijuana Collective (continued)

- □ **2.I.** If the Medical Marijuana Collective is in the LI-Light Industrial Zoning District it shall not be located on a parcel of real property that is within either of the following areas:
- i. Those certain Enterprise Zones that have been or may be created and whose boundaries have been or may be established through a resolution adopted by the City Council or by the City Manager pursuant to a resolution adopted by the City Council; or
- ii. Those other business incentive zones (such as a foreign trade zone) that may be created and whose boundaries are established through a formal, public action taken by the City Council.
- □ **2.J.** The Medical Marijuana Collective is not located on the ground floor of structures or buildings located on real property that, in whole or in part is within the the DC-Downtown Primary Commercial Zoning District.
- □ **2.K.** The Medical Marijuana Collective is not located in a retail commercial shopping center located on a parcel or parcels totaling over forty (40) acres in size.

Please submit maps (drawn to scale) and any other additional evidence that the proposed Medical Marijuana Collective meets all of the above criteria.

C. - Additional Documentation:

Please submit the following along with your application:

- □ Photographs of existing building or subject area.
- ☐ All necessary evidence and documentation supporting your application. See below for resources:
 - Building Permits These records can be obtained by doing a permit search in Development Services Center of City Hall at 200 East Santa Clara Street in San Jose.
 - Santa Clara County, Building Permits -This information can be obtained from the Santa Clara County Department of Planning and Development, located on the 7th floor at 70 West Hedding Street in San Jose.
 - Santa Clara County, Assessor's Records -This information can be obtained from the Santa Clara County Assessor's Office, located on the 5th floor at 70 West Hedding Street in San Jose.
 - Copies of prior/current leases or letters of authorization to use property.
 - Business Licenses These records can be obtained from the City of San Jose Finance Department in Development Services Center of City Hall on the 1st floor at 200 East Santa Clara Street in San Jose.
 - Business Receipts.

INDEMNIFICATION AGREEMENT FOR ZONING CODE VERIFICATION ATE APPLICATIONS

	CERTIFICA
Applicant submitted an applic	
San José Planning Division o	n
, 20_	for the following
verification(s):	
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For good and valuable consid	leration, the receipt
and sufficiency of which is he	reby acknowledged.
Applicant hereby expressly ag	
with the surrentian of Auntine	9

with the processing of Applicant's Verification application(s) to each and every one of the following terms and conditions:

- 1. Applicant agrees, as part of and in connection with each and any of the application(s), to defend, indemnify, and hold harmless the City of San José ("City") and its officers, contractors, consultants, attorneys, employees and agents from any and all claim(s), action(s), or proceeding(s) (collectively referred to as "proceeding") brought against City or its officers, contractors, consultants, attorneys, employees, or agents to challenge, attack, set aside, void, or annul:
 - a. Any approvals issued in connection with any of the above described application(s) by City; and/or
 - b. Any action taken to provide related environmental clearance under the California Environmental Quality Act of 1970, as amended ("CEQA") by City's advisory agencies, boards or commissions; appeals boards or commissions; Planning Commission, or City Council.

Applicant's indemnification is intended to include, but not be limited to, damages, fees and/or costs awarded against or incurred by City, if any, and costs of suit, claim or litigation, including without limitation attorneys' fees and other costs, liabilities and expenses incurred in connection with such proceeding whether incurred by Applicant, City, and/or parties initiating or involved in such proceeding.

- 3. Applicant agrees to defend, indemnify and hold harmless City, its officers, contractors, consultants, attorneys, employees and agents from and for all costs and fees incurred in additional investigation or study of, or for supplementing, redrafting, revising, or amending, any document if made necessary by said proceeding and if Applicant desires to pursue such City approvals and/or clearances, after initiation of the proceeding and that are conditioned on the approval of these documents.
- 4. In the event that Applicant is required to defend City in connection with such proceeding, City shall have and retain the right to approve:
 - a. The counsel to so defend City; and
 - b. All significant decisions concerning the manner in which the defense is conducted;
 - c. Any and all settlements, which approval shall not be unreasonably withheld.

City shall also have and retain the right to not participate in the defense, except that City agrees to reasonably cooperate with Applicant in the defense of the proceeding. If City chooses to have counsel of its own defend any proceeding where Applicant has already retained counsel to defend City in such matters, the fees and expenses of the additional counsel selected by City shall be paid by City. Notwithstanding the immediately preceding sentence, if City's Attorney's Office participates in the defense, all City Attorney fees and costs shall be paid by Applicant.

Applicant's defense and indemnification of City set forth herein shall remain in full force and effect throughout all stages of litigation including any and all appeals of any lower court judgments rendered in the proceeding.

2.	Applicant agrees to indemnify City for all of City's costs, fees, and damages incurred in enforcing the indemnification provisions of this Agreement.	After review and consideration of all of the foregoing terms and conditions, Applicant, by it signature below, hereby agrees to be bound by to fully and timely comply with all of the foregoin terms and conditions.	and
ΑP	PLICANT:		
Ву:	(Signature)	Date:	
	(Print)	Its:	